

Introduction

Camms develops, implements and supports world leading integrated solutions in risk, strategy, projects and people to help its clients make the right decisions, manage risks, align the talents of their organisation and focus on what matters.

This document (and the other documents referred to below) set out the terms on which Camms will provide its software solutions and related services to its customers.

Version: 2.0 (AU – SaaS only)

Date: July 2024

Agreement

1. Agreement Structure

- 1.1. These Camms Customer Master Terms including attached Schedules 1, 2 and 3 (**Master Terms**) are issued by C A TECHNOLOGY PTY LTD ABN 80 101 710 534 trading as CAM MANAGEMENT SOLUTIONS of 391 King William Street, Adelaide SA 5000, AUSTRALIA (**Camms**).
- 1.2. Details of the Camms products and services, fees, subscription duration, and specific license or subscription terms will be set out in Order Forms issued to the customer organisation identified on the Order Form (**Customer**).
- 1.3. Each time the Customer signs or otherwise accepts an Order Form, it creates a separate binding agreement (**Agreement**) comprising: (a) that Order Form; and (b) these Master Terms (including Schedules 1–3). If there is a conflict between these documents, the one higher in the list in the preceding sentence prevails.

2. Definitions

- 2.1. Terms defined in clause 1 have the meanings set out there. In addition:

Account means a unique account established by Customer to enable its Authorized Users to access and use the Camms Software.

Account Administrator is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account.

Affiliate in relation to a party, means any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Agreement Term means the term of the Agreement as set out in the Order Form.

Agreement Year means, in relation to an Agreement, each year beginning from the Order Start Date.

Authorized User means one individual natural person who is registered by Customer to use the Camms Software.

Authorized User Information means the names, position, position description, location, email, phone number and reporting officer of each Authorised User.

Camms Indemnified Party is defined in clause 10.3.

Camms Locations means Australia, the United States, the United Kingdom and Sri Lanka and/or such other countries as Camms may specify from time to time on reasonable notice.

Camms Professional Services means services provided by Camms in addition to the Camms Support, such as integration, consulting, architecture, training, transition, configuration, administration, and similar services (to the extent specified in the Order Form), as further described in Schedule 2 and the Order Form.

Camms SaaS means instances of the Camms Software which are hosted and managed by Camms (itself or through its third-party outsourcers, including third party hosting providers, from time to time) and made available to the Customer via the internet.

Camms Services means, collectively, Camms SaaS, Camms Support and Camms Professional Services.

Camms Software means the Camms integrated software solutions in risk, strategy, projects and people as further described in the Order Form (which is provided through Camms hosting as Camms SaaS).

Camms Support means Camms' technical support service for the Camms SaaS, including error corrections and upgrades, as generally released by Camms, and as further described in Schedule 2 and the Order Form.

Confidential Information means any information provided by a party or any of its employees, agents, related parties or representatives to the other party or any of its employees, agents, related parties or representatives, or otherwise obtained by that party (whether oral, written or viewed by inspection) which is marked as "proprietary" or "confidential" or similar language or which the recipient knows or reasonably should know is proprietary or confidential, or which is by its nature confidential or ought to be understood from the circumstances to be confidential (whether or not marked as such). Confidential Information of Camms includes the Camms Software and Documentation, the results of any performance tests of the Camms Software, material developed by Camms as part of Camms Support or Camms Professional Services, and the terms of the Agreement. Confidential Information of the Customer includes Customer Data.

Customer Data means any content, materials, data and information (including Customer PI) that Customer or its Authorized Users enter into the Camms SaaS. Customer Data does not include any component of the Camms Software, Camms SaaS or material provided by or on behalf of Camms.

Customer Indemnified Party is defined in clause 10.1.

Customer PI means Personal Information provided or made available by or on behalf of the Customer or its Authorized Users to Camms or input into the Camms SaaS in connection with the Agreement.

Data Breach means that there has been a security or data breach, third party unauthorised access, intrusion or attack, the introduction of viruses or harmful code, or similar events which has caused (or is likely to cause) unauthorised access to or disclosure of Customer Data, or a loss of Customer Data, and without limiting the above, includes an 'eligible data breach' as defined in the Privacy Act.

Documentation means documents about the Camms SaaS as made generally available by Camms to users of the Camms SaaS from time to time, and may include installation guidelines, requirements for acceptable use of the Camms SaaS and Customer minimum system requirements, specification documents and user guides and other resources provided on a web portal.

Fees means the fees payable by the Customer, as described in the Order Form.

Hosting Region means the hosting country (or countries) specified in the Order Form.

Infringement Claim means a claim by a third party (not being an Affiliate of the Customer) against a Customer Indemnified Party alleging that the Camms SaaS or the Customer Indemnified Party's use of it as authorized under the Agreement infringes any third party's Intellectual Property Rights.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs (including in relating semiconductor topography), database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other

intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form means an order form provided by Camms and executed by both parties describing the pricing and options of the Camms Services selected by Customer.

Order Start Date means the start date set out in the applicable Order Form.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information is true or not; and (b) whether the information or opinion is recorded in material form or not.

Privacy Act means the *Privacy Act 1988* (Cth).

Schedule means a schedule to these Master Terms.

Support Hours means the hours specified in an Order Form.

Taxes means all taxes, customs duties, levies, imposts, fines or similar governmental assessments, including goods and services taxes (GST), imposed by any jurisdiction and the interest and penalties on them.

3. Rights to use the Camms Services

- 3.1. **Camms Services.** Camms will provide to Customer the Camms Services set out in the applicable Order Form, as described in and subject to, the applicable Schedules and Order Form. The Camms SaaS is provided with Camms Support. Camms Professional Services will be provided as and when both parties execute an Order Form for such Camms Professional Services.
- 3.2. **Right to Use.** Subject to the terms of the Agreement, Camms grants to Customer a non-exclusive, worldwide, non-transferrable right during the Agreement Term to: (a) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the Camms SaaS subject to the restrictions and obligations in the Order Form and this Agreement; and (b) access and use the Documentation.
- 3.3. **Use of the Services.** When using the Camms SaaS, the Customer and its Authorized Users must: (a) use the Camms SaaS solely for Customer's and its Affiliates' internal business purposes; (b) comply with any usage restrictions set out in an applicable Schedule or Order Form (such as the number of sites or users, or licensed scope of use); (c) use the Camms Services in accordance with the Documentation, Order Form and applicable Schedule; and (d) not interfere with or disrupt the integrity, operation, or performance of the Camms SaaS or the use or enjoyment of it by others.
- 3.4. **Restrictions.** Customer shall not, and shall not permit its Authorized Users or others under its control to do (or attempt to do) the following:
 - 3.4.1. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Camms SaaS available for access by third parties (unless expressly authorised by the Agreement);
 - 3.4.2. use the Camms Services to develop or operate products or services which perform the same or similar functions, in competition with the Camms SaaS;
 - 3.4.3. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Camms SaaS;

- 3.4.4. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about the Camms SaaS without consent, unless and then only to the extent expressly permitted by applicable law;
- 3.4.5. use the Camms Services in a way that infringes the rights of a third party, including relating to contract, intellectual property or privacy;
- 3.4.6. bypass or breach any security device or protection used for or contained in the Camms Software or Documentation or, without prior written approval from Camms, conduct any vulnerability or penetration testing on the Camms SaaS;
- 3.4.7. use the Camms Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Camms Software could lead to personal injury or severe physical or property damage;
- 3.4.8. use the Camms Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the Camms SaaS; or
- 3.4.9. grant, or purport to grant, any security interest to any third party over the Camms SaaS.

3.5. Suspension.

- 3.5.1. Camms may suspend the Camms SaaS at any time if: (a) Customer uses Camms SaaS in breach of the Agreement; (b) Camms determines that it is necessary to protect the operation, security, availability, viability or integrity of the Camms SaaS or the data of other customers of the Camms SaaS; (c) Camms is carrying out maintenance (scheduled or emergency); (d) Camms determines that it is reasonably necessary in order to address, investigate, respond to or otherwise attend to any incident (including a Data Breach) concerning the Camms SaaS; (e) Camms receives or anticipates a claim relating to the Camms Services (including any claim concerning intellectual property rights infringement); and (f) where the relevant hosting services provider suspends the hosting services used in connection with Camms SaaS.
- 3.5.2. Where practicable, Camms will use all reasonable efforts to provide prior notice to Customer before any suspension and, where possible using commercially reasonable efforts, will endeavour to minimise the duration and disruption caused by such suspension.

3.6. Authorised Users.

- 3.6.1. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the Camms SaaS as the same Authorized User.
- 3.6.2. Customer will appoint one of its Authorized Users as an Account Administrator, with authority to manage the Customer's Account including to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint and change its Account Administrators at any time through its Account.
- 3.6.3. If an Authorized User is not an employee of Customer (or an Affiliate), the Customer must ensure the user: (a) is subject to written confidentiality obligations at least as restrictive as those in the Agreement; and (b) is accessing or using the Camms SaaS solely to support the internal business purposes of the Customer or its Affiliates.

- 3.6.4. Customer will ensure that its Affiliates and all Authorized Users comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions as though they were those of Customer.
- 3.6.5. Customer is solely responsible for the protection and security of all access and login credentials used with the Camms SaaS, and will be responsible and liable for all activity undertaken using such credentials (whether authorised or not). If Customer reasonably considers that any access or login credentials have been compromised, disclosed to or obtained by an unauthorised person in connection with Camms SaaS, Customer must promptly notify Camms.
- 3.7. **Usage Audit.** Camms may remotely monitor Customer's usage of the Camms SaaS to audit and verify Customer's compliance with the Agreement and any applicable usage restrictions. If an audit determines that Customer is not compliant with the Agreement, Customer shall reimburse Camms, within thirty (30) days of the date of written notification of the audit results pay the additional Fees for any usage in excess of Customer's rights under the Agreement (for which Camms may immediately issue an invoice) and otherwise rectify the non-compliance to Camms' reasonable satisfaction.
- 3.8. **Open Source Materials.** Camms may incorporate free or open-source material in the Camms Software. Camms is responsible for ensuring that the licence terms of any such free or open source material do not conflict with Customer's rights to use the Camms SaaS under this Agreement.

4. Changes

- 4.1. **Camms SaaS:** Camms may upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise modify the Camms SaaS from time to time. Camms will not do this in a way that would intentionally cause Authorised Users to lose access to Customer Data or materially decrease the functionality or security features of the Camms SaaS.
- 4.2. **Changes to Scope or Services.** Other than changes covered by clause 4.1, if either party wishes to change the scope of the Camms Services (including changing the scope of Camms Professional Services, or increasing the number of Authorised Users or other usage limits, or requests for different support or hosting services):
- 4.2.1. the party requesting the change shall submit to the other party written details of the requested change;
- 4.2.2. Camms shall, within a reasonable time, give to the Customer a written estimate of: the likely time required to implement the change; any variations to the Fees arising from the change; and any other impact of the change on the terms of the Agreement; and
- 4.2.3. if the parties agree to proceed with the change, they will sign a written variation (or agree an Order Form) to implement the change (and, if they don't, neither party is bound by the change).

5. Ownership

- 5.1. **Customer Data.** Customer Data processed using the Camms Services is and will remain, as between Customer and Camms, owned by Customer.
- 5.2. **Background IP.** Nothing in the Agreement affects the ownership of any Intellectual Property Rights of either party existing or created prior to the Order Start Date.
- 5.3. **Camms Services.** Camms, its Affiliates, or its licensors own and retain all right, title, and interest in and to any and all Intellectual Property Rights in and to the Camms SaaS, Camms Software, Documentation, any deliverables, reports or materials created in the course of performing Camms Services and any improvements, modifications, design contributions, or derivative works, and any knowledge or processes related to them and/or provided under the Agreement.

- 5.4. **Licence.** Camms grants to Customer and its Authorized Users a non-exclusive, non-transferable, perpetual and non-sublicensable licence to use and copy any reports, guides or manuals Camms supplies to Customer in connection with Camms Services, for the internal business use of the Customer in receiving the benefit of the relevant Camms Services, and subject to clause 12 (Confidentiality).
- 5.5. **Feedback.** Camms encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to Camms Services (**Feedback**). To the extent Customer provides Feedback, Customer grants to Camms a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Camms Services) subject to Camms' obligations under clause 12 to not disclose Customer Data and other Confidential Information.

6. Customer Data, Data Security and Privacy

6.1. Customer Data.

- 6.1.1. Customer is responsible for the accuracy, quality and legality of the Customer Data (including Personal Information) as entered into the Camms SaaS, or otherwise supplied or used by Customer and its Authorized Users, including the means by which the Customer or its Authorized Users acquired the Personal Information.
- 6.1.2. Customer grants to Camms the non-exclusive right to access, process, transmit, store or disclose the Customer Data (including Personal Information): (a) for the purposes of providing the Camms Services and verifying that Customer and Authorised Users are complying with the Agreement; and (b) as otherwise set out in the Agreement.
- 6.1.3. Camms acknowledges that Customer Data is confidential to the Customer. Camms will use Customer Data only: (a) for the purposes of providing the Camms Services (or performing other obligations or exercising its rights under the Agreement) including verifying that Customer and Authorised Users are complying with the Agreement; (b) as otherwise set out in the Agreement; and (c) for any additional purposes instructed by Customer.
- 6.1.4. Camms will provide reasonable information and assistance to Customer, on reasonable request: (a) in connection with the way that Camms collects, stores or deals with Customer Data; and (b) to assist the Customer in responding to or resolving any complaint, investigation or request by an individual or regulator under applicable privacy legislation, where such complaint, investigation or request concerns Customer Data stored or processed by or on behalf of Camms.

6.2. Privacy

- 6.2.1. Customer is solely responsible for determining the suitability of the Camms Services for Customer's business and complying with any data privacy and protection regulations, laws or conventions (including the Privacy Act) applicable to Customer Data and Customer's use of the Camms Services.
- 6.2.2. During the Agreement Term, each party will, and will ensure that its personnel, comply with the Privacy Act in respect of Personal Information collected, held, used or disclosed by it in connection with the Agreement.
- 6.2.3. Without limiting clause 6.2.2, Camms will: (a) hold and use Customer Data only for the purpose of performing the Agreement; (b) not disclose, or provide third party access to, any Customer Data other than in accordance with this Agreement or with the written consent of the Customer or as required by law; (c) co-operate with any reasonable requests or inquiries made by Customer in relation to the management of Customer PI by or on behalf of Camms under or in connection with this Agreement; and (d) restrict geographic access to Customer Data as follows: (i) where the Order Form specifies that Customer is purchasing a 'Region

Restricted' infrastructure security offering (which at the date of these terms comprises Camms' *Secure+*, *Protected+* or *Dedicated* options) then only Camms personnel based in the Hosting Region specified in the Order Form may access Customer Data, and Camms must not disclose, store, export or transfer Customer Data to a country outside the Hosting Region, *except that* Camms may disclose Authorised User Information to employees and contractors of Camms and its Affiliates who are based in Camms Locations, solely for the purposes of providing Camms Services (and Customer acknowledges that Camms personnel outside the Hosting Region may use the Authorised User Information to contact Authorised Users); (ii) where the Order Form does not specify that Customer is purchasing a 'Region Restricted' infrastructure security offering, then Camms may disclose, store, export or transfer Customer Data to a country outside the Hosting Region: (A) by giving remote access to Customer Data to employees and contractors of Camms and its Affiliates who are based in Camms Locations, solely for the purposes of providing Camms Services; or (B) with Customer's prior written consent.

- 6.2.4. Without limiting clause 6.2.2, Customer, in relation to Customer PI (including Authorised User Information), warrants that it has obtained all consents required by law to be obtained from affected individuals to permit Customer to provide to Camms and for Camms to use, process, transfer and disclose such Personal Information as contemplated by the Agreement.

6.3. Data Security.

- 6.3.1. Camms will implement technical and organisational measures to keep Customer Data secure and protected from unauthorised access. Those measures vary between different infrastructure security options for the Camms SaaS, as described in Schedule 1. Camms will implement whichever option is nominated in the relevant Order Form.
- 6.3.2. Camms will also: (a) implement the measures described in the following policies as updated by Camms from time to time: (i) Camms Security Overview, available and (ii) Camms Trust Package, available at <https://cammsgroup.com/security-and-hosting/>; and (b) ensure it selects third party hosting service providers which meet the requirements of Schedule 1.
- 6.3.3. Customer acknowledges that it is impossible to guarantee against Data Breaches. Accordingly, Camms is not liable to Customer for any Data Breaches, or for any loss or corruption of data (including where arising in connection with any third party hosting) other than where Camms has failed to comply with its obligations under this clause 6.3 or Schedule 1. In such events Camms' liability will be limited in accordance with clause 11. In any event, Camms is not responsible or liable for:
- (a) the acts and omissions of any third party hosting provider; and
 - (b) any illegal intrusion, denial of service attack, attacker or hacker or any other intrusion that could not reasonably have been prevented or avoided using industry standard measures to protect against unauthorised access.

6.4. Data Breaches.

- 6.4.1. Camms will maintain a response and crisis communication program that is reasonably designed to detect, contain, respond and recover from a Data Breach.
- 6.4.2. If Camms becomes aware of a Data Breach, Camms will: (a) take steps to minimize the Data Breach; (b) take appropriate measures to secure the affected Customer Data and prevent a recurrence of the Data Breach; (c) provide reasonable information to the Customer about its remediation efforts and make any applicable notifications to a regulator; (d) to the extent available to Camms, provide Customer with reasonable details of the Data Breach, including a description of the Customer Data subject to the Data Breach and date and time of the Data Breach; and (e) take appropriate steps to remediate the root cause(s) of the Data Breach and give Customer a summary of the results of the investigation and any remediation efforts taken by Camms.

- 6.5. **Usage Data.** Customer agrees that Camms may collect, use, and disclose quantitative data derived from Customer's use of the Camms Services for its business purposes, including industry analysis, benchmarking, analytics, and product development and marketing. All data so used and disclosed will be in aggregate and deidentified form only and must not identify Customer or its Authorized Users or include any Customer PI.
- 6.6. **At Termination.** If the Customer makes a request within two weeks of the termination date, Camms will deliver to the Customer an electronic copy of the then most recent back-up of the Customer Data contained within the Camms Software hosted by Camms, within two weeks' of Customer's request. There is no charge for data export formats then commonly used by Camms; if Customer requests different formats, Camms may charge a fee. Camms will delete the Customer Data in its possession, within six months of the termination date.

7. Fees & Payment

- 7.1. **Fees.** Except as expressly set out in the applicable Order Form, Customer will pay all Fees as follows:
- 7.1.1. licence and subscription Fees for Camms SaaS (including Camms Support) are payable annually in advance, from the Order Start Date;
 - 7.1.2. Fees for Camms Professional Services are payable at the milestones or other intervals as set out in the Order Form; and
 - 7.1.3. Payment is due within 30 days from the date of the invoice.
- 7.2. **Commitment for Term.** Each Order Form for Camms SaaS (and Camms Support) is for the full Agreement Term (including any renewal) and such Agreement Term is non-cancellable and non-refundable except as provided in these terms or an Order Form.
- 7.3. **Professional Service Expenses.** Unless specified otherwise in an Order Form, Customer will reimburse Camms for all third party expenses incurred by Camms in providing Camms Professional Services, including travel and accommodation expenses, provided Camms has obtained Customer's consent before incurring the expense and provides reasonable supporting details of all such expenses on its invoices.
- 7.4. **Disputed invoices.** Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (a) notifies Camms of the dispute within 14 days of the invoice date, specifying: the amount in dispute and the reason for the dispute; (b) pays all undisputed Fees and amounts by the due date; and (c) works diligently with Camms and promptly provides all information reasonably requested by Camms to resolve the dispute promptly.
- 7.5. **Overdue.** If a payment is overdue (other than amounts disputed in accordance with clause 7.4) then Camms may, after giving Customer at least two weeks' notice, charge interest at the rate of the interest charged by National Australia Bank Ltd on overdrafts exceeding \$100,000.00 plus 4.0%, calculated daily from the due date. In addition, if a payment is overdue by more than 90 days, then Camms may, after giving Customer at least two weeks' notice, suspend the Customer's Account until payment is made.

8. Taxes

8.1. Tax Responsibility.

- 8.1.1. All payments required by this Agreement are stated exclusive of all Taxes.
- 8.1.2. Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Camms Services. Taxes shall not be deducted from the payments to

Camms, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, Camms receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

- 8.1.3. If Customer claims tax exempt status for amounts due under this Agreement, it shall provide Camms with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice.
 - 8.1.4. Customer confirms that Camms can rely on the ship-to name and address set out in the Order Form as being the place of supply for Tax purposes.
 - 8.1.5. Each party is responsible for and shall bear Taxes imposed on its net income.
- 8.2. **Invoicing Taxes.** If Camms is required to pay, invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Camms Services, Camms will issue an invoice to Customer including the amount of those Taxes, itemised where required by law, and Customer must pay such invoice. If applicable, Customer shall provide to Camms its tax identification number on the Order Form. Customer shall use the ordered Camms Services only for Customer's business use in the location(s) associated with the provided tax identification number.

9. Warranties

- 9.1. **Camms Services.** Camms warrants that:
- 9.1.1. the Camms SaaS, when used as authorized under this Agreement, will perform substantially in conformance with its Documentation;
 - 9.1.2. the Camms Professional Services will be provided: (a) promptly, carefully, exercising reasonable care, skill and judgement, in an efficient and professional manner and in accordance with generally accepted professional and business practices; and (b) using appropriately trained and skilled personnel.
- 9.2. **Defects.** If the Camms SaaS or Camms Professional Services fail to comply with these warranties, Customer shall promptly notify Camms in writing including reasonable details of any alleged defects. Upon such notice, Camms shall, as Customer's sole and exclusive remedy, within a reasonable period (depending on the severity of the defect) correct the defect or re-perform the Camms Professional Services; or, at Camms' election, refund the pro-rata Fees paid for the defective Camms SaaS or Camms Professional Services.
- 9.3. **Disclaimer.** Except for the warranties in clause 9.1, or in a Schedule or Order Form, Camms: (a) makes no additional representation or warranty of any kind, whether express, implied in fact or by operation of law; (b) disclaims all implied warranties, including fitness for a particular purpose, to the fullest extent allowed by law; and (c) does not warrant that the Camms Services are or will be error-free, constantly available or meet Customer's requirements. The Customer assumes sole responsibility for results obtained from its use of the Camms Services.

10. Indemnities for Third Party Claims

- 10.1. **By Camms.** Camms will indemnify Customer, its Affiliates and their Authorised Users, employees, directors, agents, and representatives (**Customer Indemnified Parties**) from, and defend them against, any Infringement Claim, except that Camms will not be responsible for alleged infringement that is due to Customer Data or the combination of Camms Services with goods or services provided by third parties, or use of the Camms Services contrary to the terms of this Agreement.
- 10.2. **Infringement Remedy.** If Customer is prohibited from using any of the Camms Services because of an Infringement Claim covered by Camms' indemnification obligations under clause 10.1, then Camms

will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the Camms Services; (b) modify the allegedly infringing portions of the Camms Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the Camms Services with non-infringing items of substantially similar functionality. If Camms determines that none of these remedies is commercially reasonable, then either party may terminate this Agreement, and in such case, Camms will provide a prorated refund to Customer for any prepaid Fees received by Camms under this Agreement that corresponds to the unused portion of the Agreement Term. The remedy set out in this clause 10.2 is Customer's sole and exclusive remedy for any Infringement Claim.

- 10.3. **By Customer.** Customer will indemnify Camms, its Affiliates and their employees, directors, agents, and representatives (**Camms Indemnified Parties**) from, and defend them against, any claim by a third party (not being an Affiliate of Camms) to the extent arising from or related to: (a) use of the Camms Services by Customer or its Authorized Users in violation of this Agreement, the Documentation, or applicable law; or (b) the nature or content of Customer Data, or the use by a Camms Indemnified Person of Customer Data as authorised by the Customer under this Agreement.
- 10.4. **Indemnity coverage.** In respect of any claim to which clause 10.1 or 10.3 applies, the indemnifying party will indemnify against: (a) all damages, costs, and legal fees finally awarded with respect to the claim; (b) all out-of-pocket costs (including reasonable legal fees) reasonably incurred in the defence of the claim (other than legal fees and costs incurred without the indemnifying party's consent after it has accepted defence of such claim); and (c) all amounts the indemnifying party agrees to pay to any third party in settlement of the claim.
- 10.5. **Procedures.** The parties' respective indemnification obligations above are conditioned on: (a) the indemnified party giving the indemnifying party prompt written notice of the claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the indemnifying party is prejudiced by the delay or failure; (b) the indemnifying party being given full and complete control over the defence and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the indemnified parties); (c) the relevant indemnified parties providing assistance in connection with the defence and settlement of the claim, as the indemnifying party may reasonably request; and (d) the indemnified parties' compliance with any settlement or court order made in connection with the claim.

11. Limitations of Liability

- 11.1. **Indirect Losses.** Subject to clause 11.4, to the fullest extent allowed by law, each party excludes all liability for any loss of product, loss of revenue, loss of profit, loss of or damage to reputation, loss of anticipated savings or benefits, or any indirect, special or punitive loss, damage, cost or expense or other claims for consequential compensation however arising under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.
- 11.2. **Ordinary Cap.** Subject to clauses 11.3 and 11.4 and to the maximum extent permitted by law, a party's aggregate liability for any and all claims, losses or damages arising out of or in connection with this Agreement, whether based on contract, warranty, tort (including negligence), statute or otherwise, is capped at the Fees paid by Customer to Camms under the Agreement during the Agreement Year in which the events giving rise to the claim occurred. This cap applies in the aggregate to all claims arising from events which occur in the same Agreement Year.
- 11.3. **Super Caps.** Subject to clause 11.4 and to the maximum extent permitted by law, a party's aggregate liability under this Agreement for any and all claims, losses or damages arising out of or in connection with:
- 11.3.1. any wrongful use or disclosure of Personal Information including a breach of clause 6.2

(Privacy) or breach of the Privacy Act; and

11.3.2. in the case of Camms, any liability for wrongful use or disclosure of Customer Data, including arising under clauses 6.3 and 6.4 or Schedule 1, or under clause 12 (Confidentiality)

is capped at the greater of: (a) an amount equal to three times the Fees paid by Customer to Camms under the Agreement during the Agreement Year in which the events giving rise to the claim occurred; and (b) \$250,000. This cap applies in the aggregate to all claims arising from events which occur in the same Agreement Year.

- 11.4. **Exceptions.** No provision of this Agreement limits the liability of a party for: (a) payment of Fees or interest due by any party for late payments; (b) personal injury or tangible property damage caused by negligence; (c) losses caused by fraud or fraudulent misrepresentation; (d) any breach of clause 12 (Confidentiality) except to the extent that clause 11.3 applies to such breach or the resulting liability (in which case the limitation in clause 11.3 will apply); or (e) in the case of Customer, any breach of clause 3.4 or other wrongful use or disclosure of the Camms Software. Each party's obligation to indemnify under clause 10 is limited by clause 11.1, but is not capped under clauses 11.2 or 11.3.
- 11.5. **Contribution.** Each party's liability shall be reduced proportionately to the extent that the other party's acts or omissions causes or contributes to, directly or indirectly, the loss or damage for which the first party is liable.
- 11.6. **External factors.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (except an obligation to pay money) if such delay or failure results from events, circumstances or causes including strikes, lock-outs or other industrial disputes (whether involving the workforce of Camms or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic or public health crisis, fire, flood, storm, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, or breakdown of plant or machinery, or any other events whether similar or not, which are beyond the party's reasonable control and could not reasonably be overcome through the application of reasonable diligence and the deployment of industry standard business continuity or disaster recovery measures. In such circumstances the affected party is entitled to a reasonable extension of time for performing its obligations, provided that if the delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving one month's notice to the other party. If the Customer terminates under this clause it will receive a pro-rata refund of pre-paid Fees.

12. Confidentiality

- 12.1. **Obligations.** Where one party (**Recipient**) has access to Confidential Information of the other party (**Discloser**), Recipient must (during and after the Agreement Term):
- 12.1.1. hold the Discloser's Confidential Information in strict confidence, and apply at least the standard of care used by the Recipient in protecting its own Confidential Information, but not less than a reasonable standard of care;
- 12.1.2. not disclose such Confidential Information to any third party, except as permitted under this Agreement;
- 12.1.3. not use any Confidential Information of the Discloser except as reasonably required to exercise its rights or perform its obligations under this Agreement;
- 12.1.4. promptly notify Discloser of any potential, suspected or actual unauthorised use, copying or disclosure of its Confidential Information (except where the Confidential Information is Customer Data, in which case clause 6.4 (Data Breaches.) applies instead); and
- 12.1.5. cause its employees, subcontractors, agents and Affiliates to comply with these obligations.

- 12.2. **Permitted use.** Notwithstanding clause 12.1, Recipient may use or disclose the Confidential Information to the extent necessary to comply with any law or the requirements of a regulatory body (including a stock exchange), or to obtain professional legal or accounting advice, or for use in legal proceedings regarding the Agreement.
- 12.3. **Exceptions.** Clause 12.1 does not apply to Confidential Information which Recipient can prove by written evidence: (a) is in or becomes part of the public domain other than through breach of an obligation of confidence; (b) was known to Recipient at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; (c) was independently developed by Recipient; or (d) is acquired from a third party who was entitled to disclose it.
- 12.4. **Publicity.** Neither party shall refer to the identity of the other party in promotional material, publications, or press releases or other forms of publicity relating to the Camms Services unless the prior written consent of the other party has been obtained, provided, however, that Camms may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the Camms Services.

13. Term and Termination

- 13.1. **Agreements not interdependent.** Termination or expiration of an Agreement relating to one Order Form shall leave Agreements relating to other Order Forms unaffected.
- 13.2. **Camms Professional Services.** In the case of an Order Form for Camms Professional Services, if no end date is specified in the Order Form, then the Agreement Term shall expire upon completion of the Camms Professional Services or early termination as permitted by these terms.
- 13.3. **Breach or Insolvency.** Either party may terminate an Agreement if the other party: (a) commits a material breach of the Agreement and does not remedy the breach within one month of written notice; (b) breaches any term of the Agreement which cannot be remedied (including a material breach of confidentiality or material infringement of the other party's Intellectual Property Rights); or (c) becomes subject to an event of insolvency (including having an administrator, receiver or liquidator or similar officer appointed or making an assignment for the benefit of creditors, or being unable to pay its debts as they fall due, or is subject to any analogous event or process in any jurisdiction in which it is based).
- 13.4. **Post-Termination Obligations.** If the Agreement expires or is terminated for any reason: (a) Customer will pay to Camms any amounts in that Order Form that have accrued before, and remain unpaid as of, the expiry or termination date; (b) any liabilities of either party that have accrued before the expiry or termination date will survive; (c) Customer's right to use the Camms Services in that Order Form terminates; (d) Camms' obligation to provide any further services to Customer in that Order Form will terminate, except any services that are expressly agreed to be provided following termination; and (e) the parties' rights and obligations under clauses 3.7, 6.5, 6.6, 7.5, 8.1, 10, 11, 12, 13 and 15 will survive.

14. Regulatory compliance

- 14.1. **Anti-bribery Laws.** In entering into and performing its obligations under the Agreement, Camms will and will procure that its personnel: (a) comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations, regulatory policies from time to time in force in Australia, including the *Criminal Code Act 1995* (Cth), state and territory legislation including the *Crimes Act 1900* (NSW), *Crimes Act 1958* (Vic), *Criminal Law Consolidation Act 1935* (SA), *Criminal Code Act 1899* (Qld), *Criminal Code* (WA), *Criminal Code Act 1924* (Tas), *Criminal Code 2002* (ACT) and *Criminal Code Act 1983* (NT); and (b) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by Camms in connection with the performance of the Agreement.
- 14.2. **Modern Slavery Laws.** In performing its obligations under the Agreement, Camms will (a) comply with all applicable modern slavery laws from time to time in force in Australia including the *Modern*

Slavery Act 2018 (NSW) and the *Modern Slavery Act 2018* (Cth); and (b) have and maintain throughout the Agreement Term its own policies and procedures designed to ensure compliance with this clause.

- 14.3. **Export Laws.** Neither party shall export, directly or indirectly, any technical data acquired from the other party under the Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations including United States export laws and regulations and Australian Government sanctions (**Export Control Laws**), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. Each party undertakes: (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in this clause; and (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

15. General

- 15.1. **Independent Contractors.** The parties are independent contractors, not employees, agents, partners or representatives of each other. Each party may not create or assume any obligation or liability on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing any services and such party shall be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.
- 15.2. **Assignment.** Each party may only assign its rights or obligations under the Agreement with the other party's prior written consent.
- 15.3. **Entire Agreement.** The Agreement (comprising these Master Terms, and applicable Schedules and the Order Form) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party represents and warrants that in entering into the Agreement it is not relying on any statement, representation, assurance or warranty given or made by the other party, except as expressly set out in the Agreement. The Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if Camms accepts or does not otherwise reject the document.
- 15.4. **Construction.** In interpreting the Agreement, no presumption shall be made against the party that drafted the term. The singular includes the plural and vice versa. Words like *including, for example, such as* or similar expressions are to be interpreted as meaning including, without limitation. Headings are for convenience only and do not affect the interpretation of this contract.
- 15.5. **Severability.** If a clause or part of a clause of an Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.
- 15.6. **Variation & Waiver.** No variation of the Agreement will be of any force or effect unless it is in writing and signed by the parties to it. The fact that a party fails to do, or delays in doing, something the party is entitled to do under an Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing.
- 15.7. **Governing law.** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of South Australia. Each party irrevocably agrees that the courts of South Australia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims); provided that each party shall have the right to enforce a judgment of those courts

in a jurisdiction in which the other party is incorporated or in which any assets of the other party may be situated.

- 15.8. Notices.** Any notice, request, consent, claim, demand, waiver, or other communication under the Agreement shall have legal effect only if in writing and addressed to a party as specified in the Order Form (or to such other address or such other person that such addressee party may designate from time to time in accordance with this clause). Notices sent in accordance with this clause will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next Business Day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Schedule 1 - Camms SaaS Hosting Additional Terms

This Schedule contains additional terms applying to the hosting options for **Camms SaaS**. Camms SaaS also includes Camms Support (see Schedule 2).

1. Camms' Hosting Options

The Camms SaaS is available in different cloud infrastructure configurations allowing customers to select the best option to meet their security requirements. The offerings include:

Camms Public Cloud

- Secure
- Secure+

Camms Shared Private Cloud

- Protected
- Protected+

Camms Dedicated

- Fully dedicated cloud environment

The Hosting offering selected by the Customer will be specified in the Order Form.

2. Hosting Services

- 2.1. The terms of this section apply to each of the Camms Hosting options.
- 2.2. The Camms Software will be installed and hosted on computing equipment of the cloud computing service provider selected and retained by Camms from time to time. Camms reserves the right to determine the hosting service provider but will ensure the hosting service provider:
 - (a) is a globally recognised, tier-one hosting provider;
 - (b) agrees to provide the hosting using cloud infrastructure located in the Hosting Region;
 - (c) agrees to maintain a professional hosting facility designed for such use, equipped with industry-standard physical access security, climate control, fire suppression, and managed power supply with UPS and generator back-up;
 - (d) agrees to provide industry-standard data access security arrangements; and to implement and maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data (including personal information) and to protect against unauthorized or unlawful disclosure or corruption of or access. (On request Camms will give the Customer details of its then-current hosting provider and links to their security procedures.)
- 2.3. Camms will install all system, database and Camms Software on the hosted environment. The loading of initial Customer Data will be performed as part of the implementation, as a Camms Professional Service.
- 2.4. Camms will provide internet connectivity through an internet service provider at the hosting facility. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security and traffic management and speed optimisation. The Customer shall ensure that its Authorised Users shall, make their own arrangements for internet access in order to access the Camms SaaS.
- 2.5. Camms will provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.
- 2.6. Camms will develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up schedule shall include at least weekly full back-ups and

daily incremental back-ups. In the event of data loss, Camms shall provide recovery services to use reasonable commercial efforts to try to restore the most recent available back-up.

- 2.7. Camms will provide release management and change control services to ensure that the virtual servers (i.e. the instance on which the Camms SaaS is hosted), network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by Camms to maintain the Camms SaaS.

3. Hosting Maintenance

- 3.1. Camms will conduct routine, planned maintenance of the hosting equipment, facility, Camms Software or other aspects of the Hosting services (**Maintenance**). Except for any emergency events, Maintenance will be performed outside Support Hours.
- 3.2. Any scheduled Maintenance which is scheduled by Camms during Support Hours, and which was not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. Camms shall at all times endeavour to keep any service interruptions to a minimum.

4. Availability

- 4.1. Camms will use reasonable commercial efforts to provide 99.5% availability for the Camms SaaS from 9am to 5pm on business days over a given month across all time zones in Australia and New Zealand, subject to (a) periods of scheduled maintenance not requested or caused by Customer; (b) periods of emergency maintenance; (c) any suspension or termination of access to Camms SaaS in accordance with the Agreement; (d) any unavailability caused by the third party hosting provider failing to make available the third party hosting service (for any reason).

Schedule 2 Camms Support Services Additional Terms

1. Camms Software Updates

- 1.1. Camms will maintain and update the Camms Software, by installing all regularly scheduled error corrections, software updates and any upgrades which Camms develops and releases generally to users of the Camms Software. Support for additional features developed by Camms, as requested by the Customer, may be purchased separately as a Camms Professional Service. Camms will implement new releases automatically and deploy and make them available (to all customers).
- 1.2. During maintenance periods, Camms may upgrade versions, install error corrections and apply patches to the Camms hosted systems. Camms will use all reasonable endeavours to avoid unscheduled downtime to Camms SaaS for software maintenance.

2. Customer Support Services

- 2.1. Camms will provide technical support for the Customer to log queries, issues or errors with the Camms SaaS. All support requests must be lodged by Customer's Authorized Users.
- 2.2. Support requests may be lodged online (email or support portal) 24 hours a day, seven days a week, using Camms' then-current support processes.
- 2.3. Camms technical support call centre provides telephone support during the Support Hours specified on the Order Form.
- 2.4. Camms may update its support processes from time to time by giving Customer at least one month's notice, but only where Camms makes this change for its customers generally (for example, details of how to log a support request) and the changes do not materially reduce the scope or level of support (for example, Camms may not unilaterally reduce the target times in the section below).
- 2.5. In order for Camms to provide these support services, the Customer is responsible for:
 - (a) ensuring its Authorized Users have enough knowledge and experience of software products for proper interaction with Camms technical staff regarding support services, including authority to implement remedial actions as instructed by Camms;
 - (b) giving Camms documentation, details and assistance with respect to any reported errors to enable Camms to reproduce and verify the same as an error; and
 - (c) providing support for data integration tools and processes developed or maintained by the Customer or third parties in order to connect the Camms Software to the Customer's other software and databases.

3. Support SLAs

- 3.1. Camms will respond to incidents or service requests based on the priority matrix below. Each incident or service request logged by Customer will be given a priority rating by Customer when it is logged (which Camms will verify according to the priority matrix).

		Urgency				
		Rating	Critical	High	Medium	Low
Description			No workaround available, urgent resolution required.	Workaround is available but operations are limited so swift resolution is required.	Workaround is available but users are inconvenienced.	No requirement for urgent resolution as users able to continue with daily tasks.
Impact	System Unavailable, all users impacted	Critical	P1	P2	P2	P3
	Areas of system unavailable or system partially impacted, multiple users impacted.	High	P2	P2	P3	P3
	Specific area of system unavailable, impacting some users.	Medium	P2	P3	P4	P4
	Minor issue with service, impacting few users.	Low	P3	P3	P4	P5

3.2. Camms will use all commercially reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer within the time periods specified below, according to priority:

Priority	Description	Incidents		Service Requests	
		Target Response SLA (Support Hours)	Target Resolution SLA (Support Hours)	Target Response SLA (Support Hours)	Target Resolution SLA (Business Days)
P1	Complete Loss of Service All users are impacted. Work cannot reasonably continue on your live / production site. The operation is mission critical to the business and the situation is an emergency.	1 hour	10 hours If the issue is reported during Support Hours, the resolution hours will extend to non-support hours.	N/A	N/A

Severe Loss of Service

P2	Multiple users are impacted. The situation causes a severe loss of service. Work-around is available and operation can continue in a restricted fashion. Use of the solution is possible, however certain areas may be impacted.	2 hours	3 days	N/A	N/A
P3	Incidents: Moderate Loss of Service: The application is operational, but a defect is identified causing an inconvenience, or impacting a specific area of the system. However, a workaround is available, or the issue is not preventing work to continue. Service Request: There is an impact to use of the system or reporting, and the completion of the request is necessary to return to business-as-usual.	6 hours	7 days	6 hours	10 days
P4	Incidents: Minor Loss of Service Single user is impacted. The situation causes minor loss of service. The impact is an inconvenience, which may require a work-around to restore functionality. Service Request: There is a minor impact to the use of the system, which may be an inconvenience but is not preventing work from being completed.	8 hours	12 days	8 hours	15 days
P5	Incidents: No Loss of Service: The situation causes no loss of service. The issue is considered a minor error, incorrect behaviour, documentation change or error. Service Request: There is no impact to the use of the system.	12 hours	Future Release	12 hours	20 days

3.3. Camms will not be taken to have missed any target response or resolution time set out above where a delay is caused by: (a) any period of scheduled maintenance; (b) any period of emergency maintenance; (c) any suspension or termination of access to Camms SaaS in accordance with the Agreement; or (d) any unavailability caused by the third party hosting provider failing to make available the third party hosting service (for any reason).

4. Interfaces

- 4.1. If either Camms or the Customer (**Change Party**) wish to make changes to integration interfaces between the Camms Software and the Customer's internal data stores or systems, the Change Party will give at least two months' advance notice of the proposed changes to the other party. The Change Party will include in the notice details of the new interface specifications and a technical contact to answer questions on these changes.
- 4.2. On receipt of a change notice: (a) the other party and the Change Party will work together with a view to ensuring the continued operation of any integration interfaces affected by the proposed changes, including the provision of up to 15 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces. The Customer shall pay for all such services relating to integration testing carried out by Camms at Camms' then current daily rates.

Schedule 3 Camms Professional Services Additional Terms

1. Implementation Services

- 1.1. Camms will provide services to help Customer deploy the Camms SaaS and will deliver those services in stages, utilising the Camms Implementation Methodology. The details of the services, including the scope, deliverables, estimated timeline and fees, will be set out in an Order Form. The terms in this Schedule apply generally to all deployments of Camms SaaS on the Camms Public Cloud (separate terms apply for a Private Cloud or Customer Hosted environment, as noted on the Order Form).
- 1.2. Utilising the Camms Implementation Methodology, Camms and the Customer will agree a scope and the Professional Service fees to deliver that scope.
 - **Changes** - Any changes requested post configuration which lie outside of the agreed documentation will be completed by the Customer, or alternatively, a Change request can be raised for Camms to complete the work for an additional charge.
 - **Development Items** - items where development would be required are considered out of scope, until a detailed scoping and analysis of the use case and associated data is conducted. Business requirements that are not possible within the current function of the software will be considered as a customisation and will be scoped and costed separately from the implementation costs, unless otherwise agreed in writing.
- 1.3. Camms will perform the services generally between 8:30AM and 5:30 PM (Sydney time) Monday through Friday, except for relevant scheduled holidays.
- 1.4. Project scheduling and start dates are subject to the availability of relevant Camms resources.
- 1.5. If Camms is delayed or hindered in its performance of the Camms Professional Services as the result of an act or omission of Customer, including (without limitation) any failure by the Customer to carry out its responsibilities under section 2 (below) in a timely manner (**Customer Delay**), Camms may reasonably modify the project schedule or due dates, and charge additional costs for the Camms Professional Services (to the extent resulting from the Customer Delay).

2. Customer Responsibilities

In addition to any specific items listed in an Order Form, the Customer is responsible for the following items for any implementation project:

- 2.1. Resource Management
 - 2.1.1. The Customer will assign a Project Manager who can ensure the Camms resources have timely access to required people and technologies
 - 2.1.2. The Customer will assign the necessary IT SMEs and IT support resources to be available as required for the duration of the project
 - 2.1.3. The Customer will assign the necessary Business SMEs, who can communicate business requirements and priorities, to be available as required for the duration of the project
 - 2.1.4. Customer will assign a Camms Administrator to be available as required for the duration of the project
 - 2.1.5. The Customer will communicate project responsibilities to all the Customer's project participants in a timely manner
 - 2.1.6. The Customer is responsible for managing third parties
- 2.2. Access Management
 - 2.2.1. The Customer to inform relevant Camms staff any site access requirements, and relevant Customer security and safety policies, prior to arrival of Camms staff for on-site work.
 - 2.2.2. The Customer to provide all necessary access to networks, systems, and offices (as required and agreed) for the Camms project team during project activities, including remote access as agreed.
 - 2.2.3. The Customer to provide phone and email contact details for relevant Customer staff to the Camms staff performing work under the Order Form.
- 2.3. Schedule
 - 2.3.1. The Customer is responsible for notifying the Camms Project Manager, in writing, of any changes to the schedule of work as soon as the Customer becomes aware of the change.

- 2.3.2. The Customer is responsible for any delay not under the control of Camms that results in Camms personnel being unable to fulfil their scheduled tasks. Such delays will be managed through the Camms Change Management Process
- 2.3.3. The Customer will provide advance notice of five (5) working days to the Camms Project Manager if the Customer is requesting any rescheduling of work associated with the Order Form. Notice of less than 5 days will be managed through the Camms Change Control Process.
- 2.4. Approvals
 - 2.4.1. The Customer to provide feedback on Camms documents within five (5) business days of being delivered for review, unless mutually agreed otherwise in writing.
 - 2.4.2. The Customer to signoff documents within five (5) business days of the final version being delivered for signoff, unless mutually agreed otherwise in writing.
 - 2.4.3. One iteration of Customer feedback is assumed, unless mutually agreed otherwise in writing.
 - 2.4.4. The Customer is responsible for collating feedback and test results for Camms deliverables so they are consistent and clear.
- 2.5. Testing
 - 2.5.1. The Customer is responsible for planning and executing any testing not explicitly defined in the scope of services, including test scripts and associated test plan
 - 2.5.2. The Customer will support Camms to help isolate and resolve issues identified by testing
 - 2.5.3. The Customer will provide test data to Camms that is appropriate for the purpose
- 2.6. Other
 - 2.6.1. The Customer is responsible for completing any internal consultation and preparation of a single source of requirements
 - 2.6.2. The Customer is responsible for any changes to customer business processes as a result of this implementation
 - 2.6.3. The Customer will ensure that data associated with the project is appropriate for the purpose
 - 2.6.4. Project Schedules are dependent on timely completion of Customer responsibilities, including signoff, feedback and acceptance
 - 2.6.5. The Customer is responsible for any data migration not explicitly defined in the scope of services
 - 2.6.6. Requests by the Customer Project Manager for additional sprints, additional services or other changes to the scope described in the Order Form may attract additional Fees as a Camms Professional Service.

3. Exclusions

- 3.1. These following items are explicitly not included in the scope of Camms Professional Services:
 - 3.1.1. Provision, preparation or availability of any hardware or third party software
 - 3.1.2. Performance of Customer procedures, reviews, change controls, documentation, approvals, and methodologies unless explicitly agreed by Camms
 - 3.1.3. Data integration, transformation, data modelling, migrations and data loads other than defined as a deliverable in an Order Form
 - 3.1.4. Education, training or knowledge transfer other than the Training Services defined as a deliverable in an Order Form
 - 3.1.5. Browser settings, configuration, testing, issue management or problem management
 - 3.1.6. Performance settings, configuration, testing, issue management or problem management
 - 3.1.7. Ongoing support and maintenance of any deliverable (noting that applicable support services are detailed in Schedule 2).
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